

## **INSTRUCTIONS FOR APPLICATION OF THE LIMITED WARRANTY**

The company EMBRAGATGES I DERIVATS, S.A. (herein EIDE), guarantees that its products comply with the technical and current applicable regulatory quality specifications, included in the general catalogues of each of the products.

### **1.- Warranty Period for manufacturing and/or materials defect.**

**a.-** For all products the company manufactures, a minimum warranty of twelve (12) months of operation is established, counting from the date of supply, with a maximum of eighteen (18) months from the invoice date. This warranty is offered as a minimum and universally for all standard products, reserving the right to offer warranty extension, adjusted to different markets or countries, in which case a specific document for this purpose, detailing the new period or extension, would be issued.

**b.-** EIDE guarantees that the standard products which it sells are free of any defect in their materials or in their production which impede normal operation under correct conditions of use, installation and maintenance.

The guarantees included this certificate will be given by EIDE under the following terms and conditions:

### **2.- Considerations and defects not covered by the guarantee:**

**a.-** The warranty rights established in this certificate will not cover damages, operating failures or total or partial service failures of the standard products which the company sells and which are caused by:

- a.1.- Damages caused by accident, mishandling, negligence, fire, falls, knocks, abrasive elements, dust or liquids.
- a.2.- Damages caused by incorrect use, overloads or over tension, the correct amounts being those indicated in the product catalogues.
- a.3.- Damages caused by transportation.
- a.4.- Damages caused by incorrect installation, not following the guidelines of the instruction manual, lack of ventilation or incorrect usage.
- a.5.- Damages caused by repairs, repair attempts and/or modifications carried out by unauthorised persons or not from the EIDE service.

- a.6.- Damages caused by the use of spare parts not officially approved by the Manufacturer
- a.7.- Misuse or improper use.
- a.8.- Damages caused by meteorological conditions such as lightning strike, floods, fires, plagues, earthquakes, actions of third parties or any circumstance outside of the normal operation of the products, etc.
- a.9.- Other damages caused by conditions or circumstances outside of the control of EIDE.
- a.10.- Damages caused by failure to comply with applicable regulations.

**b.-** Also not covered by the warranty rights included in this certificate will be those standard products whose identification number has been manipulated or not clearly and unambiguously identifiable.

**c.-** Aspects related to the aesthetic appearance of the product will not be considered defects with right to warranty, except if these aspects or damages result in a decline in, or prevent the proper functioning of the product as outlined in the general or specific product catalogues and those current at the time of purchase.

**d.-** The warranty rights will not cover the intervention costs arising from the dismantling of the products supplied by EIDE, nor the costs of subsequent reinstallation of the repaired or replaced products. Similarly, they do not cover the costs of transporting the defective products arising from returning the product to EIDE and the sending the subsequent replacement to the client.

**e.-** Any other warranty right not specifically mentioned in this warranty certificate is excluded.

### **3.- Warranty claims steps, deadlines and procedures.**

**a.-** The warranty rights can be claimed throughout the validity period established in section 1.a. of this certificate and immediately upon detection, except for in the case of visible defects, in which case the claim should be made within thirty (30) days from EIDE's dispatch of the equipment and always before its manipulation or installation. Nevertheless, the contents of section 2.c. of this warranty certificate should be taken into account when finding a solution.

**b.-** Similarly, the warranty right can be used during its validity period if at any time the standard product acquired does not operate correctly as a result of defects in its materials or in its production appearing. EIDE reserves the right to choose, depending on the defect, to repair or replace the defective standard product or to return the amount received from the customer at the time of purchase. The decision to repair, replace or refund the amount of the damaged equipment will be taken in each case exclusively by EIDE.

The replacement of the standard product under warranty will result in the warranty period starting again in its original length indicated in section 1.a., while the repair will only lead to the interruption of the warranty validity period, which will continue again starting from when the repaired standard product is supplied.

**c.-** Any customer or user of EIDE standard products, who believes that they have justified reasons to claim the warranty rights established in this certificate within the aforementioned time periods should proceed in the following manner:

c.1.- Inform the vendor of the product, in writing, or alternatively to the distribution company authorised by EIDE for the area, or otherwise, to the Sales Department of EIDE.

c.2.- The request or claim for assistance should be accompanied by a Copy of the purchase invoice of the faulty product showing the purchase date, exact name of the product, code, series number, etc. of the equipment together with a report of the issues noted.

c.3.- Once EIDE receives this claim, its Technical or Aftersales Department will analyse it, resolving the claim with justification in accordance with the terms of this limited warranty certificate, informing the customer of the resolution and the instructions to follow.

c.5.- Returning products for which the claim is being made, if applicable, cannot be done without the prior authorisation in writing from the Technical or Aftersales Department of EIDE, who will provide a reference number which should clearly appear in the documentation which accompanies the product.

c.6.- The product should be returned in its original package and with freight paid. If not possible, the equipment should properly protected in order to avoid damages during transportation.

Any damages occurring during transportation as a result of inadequate packaging will not be covered by the warranty, nor will EIDE be responsible for them.

c.7.- If due to urgency the client were to request EIDE the immediate replacement of the product being claimed for, prior to the Technical or Aftersales Department of EIDE resolving the claim, this request should be accompanied by a purchase order to the Sales Department.

Once the claim is resolved by the Technical or Aftersales Department of EIDE and the claim were to be resolved in favour of the claimant, this purchase order will be cancelled immediately by means of a credit note.

c.8.- In the event that the model of the faulty product were no longer manufactured, EIDE reserves the right to supply a different model to the standard product, in order to respond to the accepted warranty claims, in its replacement or expansion.

All replaced products will be property of EIDE.

#### 4. Limits of the responsibility of the manufacturer or sales agent.

a.- EIDE will not be held responsible by the customer, directly or indirectly, for any failure or delay to comply with its warranty obligations caused by *force majeure* or any other unforeseen circumstance beyond its control.

b.- EIDE's responsibility arising from this warranty certificate will be limited to the obligations expressed above and, quantitatively, to the amount of the invoice paid by the customer for the purchase of their product subject to the warranty or the claim. Any responsibility for indirect damages, such as the loss of data in IT applications, loss of income or operating profits, operation interruptions, etc., which do not contradict the applicable legal regulations in each Country or Autonomous Community region with regards to the responsibility of the product, will be specifically excluded.

c.- These warranty limitations will be applicable provided that they do not contradict the applicable legal regulations in each Country or Autonomous Community region with regards to the responsibility of the product. In the event of this situation of contradiction of some of the clauses above, only that specific clause will be nulled, with all other provisions remaining applicable.

#### 5. Certificate validity and application.

a.- This warranty certificate is valid from January 2010 and will be applicable to all standard products manufactured or supplied from this date onwards, remaining valid until a new version is issued.

b.- This certificate takes precedence over any document which may be issued in a usual manner or automatically (attached to invoices) and/or with a shorter validity than the period indicated in this document.



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Frenos Mecánicos de Seguridad (Centrífugos y Paracaídas)  
Acoplamientos Elásticos · Limitadores de Par · Unidades Especiales

Electromagnetic, pneumatic brakes and clutches  
Mechanical safety brakes · Centrifugal brakes  
Flexible couplings · Torque limiters · Special units



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